

AG Contract No. KR95 0887TRN
ADOT ECS File No. JPA 95-74
Project No.: BR-984(67)
TRACS No.: SB387 06D
Project: Bridge Management System
Computer Acquisition

INTERGOVERNMENTAL AGREEMENT

BETWEEN
THE STATE OF ARIZONA
AND
YUMA COUNTY, ARIZONA

THIS AGREEMENT is entered into 18 July, 1995,
pursuant to Arizona Revised Statutes, Sections 11-951 through
11-954, as amended, between the STATE OF ARIZONA, acting by and
through its DEPARTMENT OF TRANSPORTATION (the "State") and YUMA
COUNTY, ARIZONA, acting by and through its Board of Supervisors
(the "County").

I. RECITALS

1. The State is empowered by Arizona Revised Statutes
Section 28-108 and 28-112 to enter into this agreement and has
by resolution, a copy of which is attached hereto and made a
part hereof, resolved to enter into this agreement and has
delegated to the undersigned the authority to execute this
agreement on behalf of the State.

2. The County is empowered by Arizona Revised Statutes
Section 11-251 to enter into this agreement and has by
resolution, a copy of which is attached hereto and made a part
hereof, resolved to enter into this agreement and has
authorized the undersigned to execute this agreement on behalf
of the County.

3. Congress has authorized appropriations for, but not
limited to, the construction of streets and primary, feeder and
farm-to-market roads; the replacement of bridges; the
elimination of roadside obstacles; the application of pavement
markings; and the acquisition of computer hardware and software
for bridge management.

4. Such project has been selected by the County; the
specifications have been prepared and, as required, submitted
to the Federal Highway Administration (FHWA) for its approval.

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| NO. <u>19885</u> |
| FILED WITH SECRETARY OF STATE |
| Date Filed <u>07/18/95</u> |
| <u>Jane Lee Hull</u> Secretary of State |
| By <u>Nicky Crandall</u> |

5. The only interest of the State in the project is in the acquisition of federal funds for the use and benefit of the County by reason of federal law and regulations under which funds for the project are authorized to be expended.

6. The County, in order to obtain federal funds for the project, is willing to provide County funds to match federal funds in the ratio required or as finally fixed and determined by the County and FHWA.

7. The acquisition embraced in this agreement and the estimated cost are as follows: Bridge Management System computer acquisition.

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|-------------------------|--------------|
| Estimated Project Cost | \$ 12,000.00 |
| Federal Aid Funds @ 80% | \$ 9,600.00 |
| County Funds @ 20% | \$ 2,400.00 |

THEREFORE, in consideration of the mutual covenants expressed herein, it is agreed as follows:

II. SCOPE OF WORK

1. The State shall submit a program containing the aforementioned project to FHWA with the recommendation that it be approved.

a. If such project is approved by FHWA and the funds are available for the project, the State, as authorized agent for the County, with the aid and consent of the County and the FHWA will proceed to advertise for, receive and open bids, and subject to the concurrence of the County and the FHWA, enter into a contract with a firm to whom the award is made for the project; such project to be performed, completed, accepted and paid for in accordance with the instructions and requirements of the County and the Standard Specifications for Road and Bridge Construction of the Arizona Department of Transportation. The State will enter into a Project Agreement with FHWA covering the work embraced in said construction contract and will request the maximum federal funds available.

b. Should unforeseen conditions or circumstances increase the cost of said acquisition by a change in the extent or scope called for in this agreement, upon the concurrence of the County of the requirement for such increase, the County shall be obligated to incur such expenditure in excess.

2. Prior to the solicitation of bids, the County shall deposit funds in the amount determined to be necessary to match federal funds in the ratio required.

3. Upon completion of acquisition, the County shall provide for, at its own cost and as an annual item in its budget, proper maintenance.

III. MISCELLANEOUS PROVISIONS

1. The State assumes no financial obligation or liability under this agreement. The County assumes full responsibility for the design, plans or specifications, reports, any engineering in connection therewith, and the acquisition of the materials contemplated, cost over-runs and claims. It is understood and agreed that any damages arising from carrying out, in any respect, the terms of this agreement or any modification thereof, shall be solely the liability of the County and that the County hereby agrees to save and hold harmless and indemnify from loss the State, any of its departments, agencies, officers or employees from any and all cost and/or damage incurred by any of the above and from any other damage to any person or property whatsoever, which is caused by any activity, condition, or event arising out of the performance or nonperformance of any provisions of this agreement by the State, any of its departments, agencies, officers and employees, the County, any of its agents, officers and employees, or any of its independent contractors. Costs incurred by the State, any of its departments, agencies, officers or employees shall include in the event of any action, court costs, expenses of litigation or attorneys' fees.

2. The cost of the work covered by this agreement is to be borne by FHWA and County, each in the proportion prescribed or as fixed and determined by the State, the County and the FHWA as stipulated in this agreement. Therefore, County agrees to furnish and provide the difference between the total cost of the work provided for in this agreement and the amount of federal aid received.

3. This agreement shall remain in force and effect until completion of the work; provided, however, that any provisions in this agreement for maintenance shall be perpetual, unless assumed by another governmental entity.

4. This agreement shall become effective upon filing with the Secretary of State.

5. This agreement may be cancelled in accordance with Arizona Revised Statutes Section 38-511.

6. The provisions of Arizona Revised Statutes Section 35-214 are applicable to this contract.

7. In the event of any controversy which may arise out of this agreement, the parties hereto agree to abide by required arbitration as is set forth for public works contracts in Arizona Revised Statutes Section 12-1518.

8. All notices or demands upon any party to this agreement shall be in writing and shall be delivered in person or sent by mail addressed as follows:

Department of Transportation
Joint Project Administration
205 South 17th Avenue - 616E
Phoenix, AZ 85007

Yuma County
Development Services Director
2703 South Avenue B
Yuma, AZ 85364

9. Attached hereto and incorporated herein is the written determination of each party's legal counsel that the parties are authorized under the laws of this state to enter into this agreement and that the agreement is in proper form.


IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

YUMA COUNTY, ARIZONA

STATE OF ARIZONA

Department of Transportation


By 
ROGER A. PATTERSON,
County Engineer

By 
PETER L. ENO
Contract Administrator

RESOLUTION

BE IT RESOLVED on this 1st day of May 1995, that I, the undersigned LARRY S. BONINE, as Director of the Arizona Department of Transportation, have determined that it is in the best interests of the State of Arizona that the Department of Transportation, acting by and through the Highways Division, to enter into an agreement with Maricopa County, Pima County, Yuma County, Graham County and the City of Phoenix for the purpose of defining responsibilities for the pass through of federal aid funds for the acquisition of Bridge Management System computers.

Therefore, authorization is hereby granted to draft said agreement which, upon completion, shall be submitted to the Contract Administrator for approval and execution.


for LARRY S. BONINE
Director

APPROVAL OF THE YUMA COUNTY ATTORNEY

I have reviewed the above referenced proposed intergovernmental agreement, between the DEPARTMENT OF TRANSPORTATION, HIGHWAYS DIVISION, and YUMA COUNTY and declare this agreement to be in proper form and within the powers and authority granted to the County under the laws of the State of Arizona.

DATED this 5 day of July, 1995.

Wm. M. Ralph Smith

County Attorney